

"You" or "Advertiser" means the individual or business entity listed above. "We," "us" and "our" means Dex Media, Inc. ("Dex Media"). "Print Ads" means advertising in our print directories or other printed non-directory products, including but not limited to replicated in print, online or other media, but does not include Listings (together, "Publications"). "Digital Ads and/or Services" means advertising or services on various digital media, including, the Superpages.com® service or DexKnows.com service, consisting of websites we own and third party websites, wireless platforms, mobile platforms, and other applications for which we have agreements from time to time (collectively our "Digital Platform"). "Listing" means the telephone company's data containing a standard dataset including, but not limited to, the listed name, address, telephone number, and, if available, yellow pages heading assigned at the time of initiation of telephone service. "Product" or "Products" mean Print Ads, Listings, and Digital Ads and/or Services. You agree that this Marketing Services Agreement and any additional terms and conditions ("Additional Terms") that we publish on the websites described in the next sentence and that are in effect on the Agreement Date or that are included in any pre-printed addenda we provide (together, the "Agreement") apply to the Products listed in the order section above. **These terms and conditions also are available at [www.dexmedia.com/terms](http://www.dexmedia.com/terms). You are responsible for reviewing these terms and conditions and the Additional Terms.**

1. **Order.** By signing below or by recorded oral agreement (herein so called), you authorize us to publish the Products listed in this Agreement in the applicable Publications and/or Digital Platform. You also authorize us to act as your agent to request from your local telephone carrier any Listing changes that you provide to us. The "Agreement Date" is the date you sign this Agreement or orally consent to this Agreement.

2. **Notices/How to Contact Us.** All notices, including termination notices to us, must be in writing and mailed by U.S. mail or overnight carrier to: Dex Media, 1615 Bluff City Hwy, Bristol, TN 37620 or sent by going to [www.dexmedia.com/contact-us](http://www.dexmedia.com/contact-us), and completing the requested information in the "Send us a Message" section. Cancellation notices must include your business name, telephone number, and address. For questions about this Agreement or your advertising, please call Client Care at 844-DEXMEDIA (339-6334).

3. **Term. Subject to automatic renewal as described in Section 4 and unless otherwise provided in the Additional Terms,** (i) the Initial Billing Term for a Print Ad is the period we provide such product, and (ii) the Initial Billing Term for Digital Ads and/or Services is 12 months or such other period as is set forth in the order section of this Agreement. The Issue Period for Print Ads will range between 6 to 18 months for each directory with most directories being 13 months; however, you agree that we may, at any time and without notice to you, increase or decrease the Issue Period of a Print Ad by up to six months.

4. **Revision/Cancellation/Automatic Renewal. You may revise or cancel the request for Products only by written notice that is received by us (i) for Print Ads in Publications (except for limited inventory items), by the later of the close date or three business days after the Agreement Date, (ii) for limited inventory items in Publications, within three business days after the Agreement Date; and (iii) for Digital Ads and/or Services, within 21 days after the Agreement Date. We may cancel your Products without notice at any time for any reason. If required by law, we will attempt to contact you regarding the renewal of your Print Ads. If we send a renewal notice to you either by mail or email regarding your Print Ads for the next issue of a publication and we do not receive a written cancellation notice from you by the close date, we may automatically renew your Print Ads, except for limited inventory items (Section 17), in the next subsequent issue. You are responsible for obtaining a Publication close date by calling Client Care at 844-DEXMEDIA (339-6334). We may automatically renew your Digital Ads and/or Services for successive Terms after the end of the initial term unless we receive written cancellation notice at least 30 days before the end of the current Term of your Digital Ads and/or Services. You agree that the then current undiscounted rates and terms and conditions will apply to automatically renewed Products.** In the event this contract is renewed, you will not be charged an additional set-up fee related to your Product Bundles.

5. **Charges/Billing.** You agree to pay the monthly rates identified in this Agreement for the period we provide the Products (and for subsequent terms, the then current undiscounted rates). You also agree to pay any one-time charges listed on this Agreement and any taxes due on your Products. **You will receive one annual invoice if your total monthly spend is less than \$25.00. If your total monthly spend is greater than \$25.00 and you elect a monthly billing option which is not scheduled for automated electronic payment (credit card or debit transaction), you agree to pay a monthly invoicing fee equal to \$5.00. At any time you elect to cease using the automated payment or your payment is rejected, we may reinstate the monthly invoicing fee.** If an Issue Period is increased or decreased, charges for Print Ad will continue or stop accordingly. If an Issue Period is increased and your Print Ad is part of a Bundle Product, you remain responsible for the full price of the Bundle should we elect, in our sole discretion, to extend any Digital Ad or Service in the

Bundle to align with the extended Issue Period. We may start billing before we publish, distribute, or provide Products, and monthly billing for Print Ads may continue after we distribute the next issue.

6. **Payment Terms.** You agree to pay all charges in full by the due date. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Products. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you pay by credit card, we will bill the card automatically at the start of each billing period.

7. **Late Charges.** We will assess, and you agree to pay, late charges on account balances not paid by the due date (including balances accelerated under Section 8). Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

8. **Our Remedies.** If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Products for the entire term of this Agreement; (ii) remove your Print Ads from any Publication that has not published; (iii) remove, suspend, or modify your Digital Ads and/or Services; (iv) suspend or terminate any Product without liability (v) recover all collection costs and attorneys' fees; (vi) **redirect to another company possibly a competitor or permanently or temporarily disconnect the unique telephone numbers appearing in your Products;** and (vii) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or reject the Products until you have resolved the dispute with the other party to our satisfaction.

9. **Limitation of Liability/Disclaimers.** You agree to review the Products immediately after their publication or provision and to notify us in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Products omitted. You agree that we may provide free advertising pursuant to our then-current policies instead of a refund or credit to your account, and that we will have no liability with respect to any Listings or Products provided to you at no cost. **The total aggregate liability for us and our affiliates for errors in or omission of Products, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (a) the amount by which the value of the Product(s) was/were diminished or (b) the amount you have paid for the Product(s) giving rise to the liability (the "Liability Cap"). We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose.** Without limiting the generality of the foregoing, we do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement, including without limitation the number of responses to your Products, the

number of persons who will view your Products, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Products, headings, or categories. **You may increase the Liability Cap with regard to paid Products by agreeing to pay additional charges that will be determined by mutual agreement between you and us. You may obtain information about this option by contacting us at 844-DEXMEDIA (339-6334). Notwithstanding the Liability Cap, if you purchase advertising for a Maine telephone number in a Maine print directory and we omit that Print Ad or publish an incorrect telephone number in that Print Ad, we will refund all amounts you have paid for the Print Ad and pay you \$500 in liquidated damages unless: (i) you have a correct Print Ad under the same or related heading; or (ii) for an incorrect telephone number, we have made arrangements so that you can be reached at the incorrect number within 60 days after we received notice of the error or omission. If you pay a surcharge equal to 50% of your advertising, there will be no limitation on our liability for errors in or omission of your Print Ads in a Maine print directory. For additional information, call 844-DEXMEDIA (339-6334).**

**10. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe), including any dispute regarding any Listing or Product, any omissions, incorrect phone numbers or other errors, and any Product placement concerns, shall be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. All Digital Ads and/or Services shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**

**11. Products/Publication/Distribution.** We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, our Publications and our Digital Platforms and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of the Products at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Product. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. We may change each name, street address, Internet address, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Product is published. We may publish the Products of any other advertiser at any time and at any location in our Publications and in our Digital Platforms. We may redirect calls arising from Products of other advertisers to you in our discretion.

**12. Proofs.** We will make a reasonable effort to provide you with proofs; however, we do not guarantee that you will receive proofs of your Products. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the deadline we set. Otherwise, we will publish the Products as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences.

**13. Performance Tracking and Call Record. If you purchase or your Products are supplemented with a Performance Tracking Program, you understand that calls placed to this number will automatically be recorded. To opt out of the recording service you must contact Client Care at 844-DEXMEDIA (339-6334). The recording service will remain active until you opt out. Please review additional terms and conditions related to Performance Tracking and Call Recording at [www.dexmedia.com/terms](http://www.dexmedia.com/terms).**

**14. Product Placement. Except for Products we designate as limited inventory advertising, we do not guarantee the placement or position of any Product (or the Product of any other advertiser) on or within any Publication, the Digital Platforms or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Product.**

**15. Client Content.** "Client Content" means content you, or any person(s) using your password, supplies to us, posts, or asks us to use in your Products. You grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means,

and create derivative works from the Client Content in, and for the marketing and sale of, our products and services. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your Products.

**16. Our Rights in Advertising Content/Copyright/Trademarks.** If we create or supply any content for your Products or design your Products, the content and the Products we create are our sole and exclusive property, except for Client Content and content we license from a third party. We may supply such content to other Clients. You agree that you have no right to use that content or the advertising developed with that content in other advertising or materials or in any other way, or to permit others to use the advertising or content. You agree that we own the copyright in, and all copyrighted portions of, each Publication and Digital Platform. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing.

**17. Client's Representations.** You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your Products will comply with all applicable laws, orders, codes, regulations and requirements ("Laws"), and you and any individuals listed in your Products have all required licenses to provide the goods and services advertised in all jurisdictions where the Products appear; (iii) you have not made any false or misleading claims in any Product; (iv) in the event you use third-party social media logos or other branding in your advertisement(s), you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, the Products, or our Digital Platform for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by signing this Agreement and requesting us to publish any Product; and (viii) you are or represent the business related to the Products listed above ("Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**

**18. Limited Inventory Items.** If your Product published in our Publication or Digital Platform is designated as a limited inventory item that is offered in the next issue of the Publication or at the end of the digital product term, you will have right of first refusal for that same item of advertising in the next issue of the same Publication or on the Digital Platform if you: (i) sign a new Agreement to renew the Product at the then current rate prior to the renewal due date we specify; and (ii) have paid all amounts due under this Agreement as of that renewal date. If you do not meet these requirements or if you cancel the limited inventory item, we may immediately offer the advertising item to other interested parties. You may not assign, sell or transfer the right of first refusal granted in this Section.

**19. Fixed Product Bundle/Performance Bundle/Market Buys.** Notwithstanding anything else to the contrary in this Agreement, if you are sold two or more products that comprise a bundle and that bundle is priced as a bundle and not as individual products, should you decide not to use any one or more of such products in the bundle, or if you fail to provide content or anything else necessary to permit one or more products in the bundle to perform as described, we may either charge for the payment of the full price of the bundle in question per the pricing terms of the bundle or charge for the individual products at an a la carte rate. In addition, if you purchase a Performance Bundle and make a change to any item in the bundle, pricing may change. Once any item in a Fixed or Performance Bundle has published, no changes to the bundles are permitted. Market Buy program purchases only include complementary advertising that publishes in appropriate corresponding products as described in the order section.

**20. Indemnification.** You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws; (c) any act, omission or fault of you or your employees, agents or contractors in connection with the Products; (d) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication through your Products or your collection or use of any information obtained through your Products or our Digital Platform; (f) any breach of any applicable export control laws; (g) any transactions initiated through your Products and any payment processing services. You will continue to be obligated by this Section even after the termination of this Agreement.

**21. REPRESENTATIONS REGARDING CLIENT PROVIDED CONTENT**

You have and/or will submit to us and our affiliates certain photos or other images, video footage, logos, text and/or artwork (all such items, whether in a single submission or multiple submissions being referred to herein as the Content) to include in your Products and/or to be used in connection with a product or service we provide to you. As additional Client Representations you represent and warrant that:

1. The Content was created by you or your employees and you have the unrestricted right and authority to use the Content in any media or medium and in any Product, in the way it is used in such Product, media or medium and to give us the rights granted in the Agreement, or the Content was created by a third party who has given you written permission to use the Content in your Product, media or medium and to give us the rights granted in the Agreement; and
2. If the Content includes the name or a photo or other image or likeness of a person or persons, you have obtained from each such person (or from the parent or lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, or other image or likeness in the manner contemplated by, and to grant us the rights granted under this Agreement.

You acknowledge that each submission of Content that you make to us or our affiliates, be it offline or online, is made subject to these representations.

**22. Governing Law and Jurisdiction.** You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, Texas law without reference to the laws relating to conflicts of laws. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 10 shall be in the state and federal courts located in Tarrant County, Texas.

**23. Entire Agreement.** This Agreement, including any info lines identified on this Agreement, constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Products. In the event of a conflict between the terms of this Marketing Services Agreement and any applicable Additional Terms, the terms of this Marketing Services Agreement shall prevail. In the event of a conflict between the terms of any pre-printed addenda and (i) this Marketing Services Agreement, and/or (ii) any applicable Additional Terms, the terms of the pre-printed addenda shall prevail. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. **Neither you nor any Dex Media employee or agent is**

**authorized to change or add to this Agreement or any other documents that are part of this Agreement in any way, and any purported change or addition, whether oral or written, is void.**

**24. Confidentiality.** Each party agrees to preserve the confidentiality of all the terms of the Agreement, including all financial provisions, and any information it has received from the other party in the performance of the Agreement which is not publicly available. The parties acknowledge that during the course of the Agreement, a party ("Confidant") may acquire or otherwise gain access to the other's ("Discloser") proprietary or confidential information (collectively, such entity's "Confidential Information"). Confidential Information shall not include any information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully received from a third party in good faith on a non-confidential basis and not derived directly or indirectly from any breach of a confidentiality obligation, (iii) independently developed by the Confidant without use of Discloser's Confidential Information as evidenced by such party's written records or (iv) disclosed pursuant to the receipt by the Confidant of written permission from the Discloser to disclose.

**25. Miscellaneous.** This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. You agree that your acceptance of this Agreement, given electronically, will have the same legal effect as if this Agreement had been personally signed in writing by you. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

**26. Contact by Us.** **Following the execution of this agreement, we have the right to correspond with you via email or text. This includes, but is not limited to, promotional offers, terms and conditions, transactional communications, and renewal and unable to contact notices. To opt out of the email communication process, contact Client Care at 844-DEXMEDIA (339-6334). To opt out of text, follow opt out instructions included in the actual text message. You agree that we may also contact you regarding your Products, or offers to provide Products, whether by live telephone, recorded message, U.S. mail or other mail, or facsimile. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded (including Recorded Oral Agreements).**